

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

JUDITH ALLEN, ET AL.,)	CASE NO: 2:14-CV-2721-MWF-FFM
)	
Plaintiffs,)	CIVIL
)	
vs.)	Los Angeles, California
)	
GIRARDI KEESE, ET AL.,)	Tuesday, July 21, 2015
)	(10:28 a.m. to 11:02 a.m.)
<u>Defendants.</u>)	

PLAINTIFFS' MOTION TO COMPEL

BEFORE THE HONORABLE FREDERICK F. MUMM,
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

For Plaintiffs: JEFFREY B. ISAACS, ESQ.
PAIGE SHEN, ESQ.
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For Defendants: ROBERT W. FINNERTY, ESQ.
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Los Angeles, California; Tuesday, July 21, 2015; 10:28 a.m.

(Call to order)

THE CLERK: Calling Item Number 2, CV-14-2721, *Judith Allen, et al. versus Girardi Keese, et al.* Counsel, please state your appearance.

MR. ISAACS: Good morning, Your Honor, Jeffrey Isaacs and Paige Shen on behalf of Plaintiffs.

THE COURT: Good morning.

MR. FINNERTY: Good morning, your Honor, Bob Finnerty and Jordan Scott on behalf of the Defendants.

THE COURT: Good morning, please be seated. All right, first of all, it looks to me as there really -- there -- no issues have been raised here that haven't previously been raised and rejected by the Court in connection with why the documents shouldn't be produced. The Defendants seem to persist in their contention that they don't agree with the Plaintiffs' theory and so, therefore, they don't have to give them any documents. And that's just not the way discovery works. The Defendants keep persisting in claiming that there are documents that are subject to an attorney-client privilege, but there's no privilege log, and that's not the way that discovery is supposed to work. The only issue that I'm having a hard time getting my arms around is what is the problem with -- I think there are two particular attorneys that the Defendants are adamant they're afraid that the sky is going to

1 fall if these attorneys see any of these documents, and I'm not
2 exactly sure what the problem is. Apparently these attorneys
3 previously had represented some of the Plaintiffs in the multi-
4 district litigation, but I'm not sure. So I'll hear from
5 either Mr. Finnerty or Ms. Scott with respect to why is there a
6 problem with respect to these two lawyers whose names escape me
7 at the moment. And if you would please take the podium.

8 **MR. FINNERTY:** Sure, your Honor. I think the lawyers
9 that the Court is referring to are Gruber and Snyder.

10 **THE COURT:** All right.

11 **MR. FINNERTY:** And, your Honor, in taking a look at
12 the motion and the opposition, I think that the initial concern
13 about Gruber and Snyder is they're out there trying to generate
14 more clients. That's simply the issue. But I think that the
15 real issue in this case is what is the claim? The claim is
16 that Girardi Keese took too much in fees and overcharged in
17 costs. To date, Girardi Keese has provided a accounting of the
18 amounts recovered, the amounts charged in fees, and the amounts
19 charged in costs. There's no further information that the
20 Plaintiffs need to determine what has happened here. We know
21 that 40 percent fees were charged off of the global settlement,
22 and we know what the total costs were. And each of the clients
23 who signed their consents prior to receiving their
24 distributions knew what the fees were and the costs were. With
25 that knowledge, they easily had the information as to the

1 amount of the global settlement. And the initial retainers
2 that these people signed with Gruber and Snyder provided for a
3 40 percent fee and costs being deducted prior to distribution.
4 They also provided that distribution -- or settlement could be
5 -- or could occur on a global basis and that all of the
6 Plaintiffs would agree to have the funds distributed to the
7 individual Plaintiffs by an allocation process through a
8 special master. So the information that Plaintiffs continually
9 say that they need and that Girardi hasn't provided has already
10 been provided. The only information that I think is
11 outstanding is the master settlement agreement which has been
12 discussion with respect to the productive order request.

13 **THE COURT:** All right, let me hear from Mr. Isaacs.
14 So you've got everything you need, don't need anything more but
15 the settlement agreement?

16 **MR. ISAACS:** No, your Honor, that's not correct. But
17 -- and we would vehemently disagree, as we've set forth in our
18 papers and I think as your Honor recognized in the Torrey Pines
19 Bank order and the Justice Panelli JAMS order.

20 But let me address your Honor's question about Snyder
21 and Gruber. So the law offices of Howard Snyder and Gruber And
22 Gruber had the original relationship with all of the Plaintiffs
23 in this case; in fact, all of the HRT claimants except for
24 maybe two or three. They're the ones who have the retainer
25 agreement with them. They remain counsel for all of the HRT

1 claimants, which includes the Plaintiffs, which I believe has
2 been explained to Mr. Baker. And it's really unclear to say
3 the least as to what the issue is with respect to these
4 attorneys since they continue to be counsel for and have an
5 attorney-client relationship with all of the HRT claimants, as
6 we refer to the whole group, the 140 or so, in the underlying
7 HRT litigation. They still have ethical duties and they still
8 have fiduciary duties to these clients. It appears to be
9 Girardi Keese's position that somehow Snyder and Gruber have
10 brought about this case in order to seek revenge, I think is
11 the term that Mr. O'Callahan used in his declarations, or
12 vengeance. Don't really understand why that's relevant. I
13 don't believe that's the case. But in any event, presumably
14 that would be the subject of some kind of motion practice. But
15 we don't really want to spend a lot of time -- we've already --
16 we think we've already spent too much time on this whole issue
17 with Girardi Keese, so we've repeatedly proposed protective
18 orders to try to deal first with their concerns about the
19 master settlement agreement and, second, with respect to their
20 concerns about Snyder and Gruber seeing documents that they
21 don't want them to see. So with respect to the master
22 settlement agreement -- and yesterday, in case your Honor -- in
23 case this issue arose today, we filed electronically some of
24 the more recent correspondence relating to the protective order
25 that the parties have had. And I provided a hard copy to your

1 Honor's clerk and I have one for Defendants' counsel as well.
2 But in any event, with respect to the master settlement
3 agreement, that's been resolved with counsel for the HRT
4 Defendants. And that actually was resolved several months ago.
5 We drafted a proposed protective order, we sent it to
6 Defendants' counsel, and we sent it to HRT -- the HRT
7 Defendants' counsel, Mr. Dougherty (phonetic). We reviewed it
8 with him and he was fine with it. So as -- with respect to the
9 proposed protective order, which I think would deal with a lot
10 of their issues, certainly the privacy issues, the -- and the
11 master settlement agreement issues that they continually raise,
12 that's been resolved in the proposed protective order and I
13 think we're now on the fourth iteration that we have sent to
14 Defendants' counsel.

15 So with respect to Snyder, Gruber, as you might
16 recall, my partner, Mr. Friedburg, when he was last here before
17 your Honor, suggested an attorney's eyes only provision for the
18 Torrey Pines Bank record. And we understand. We don't --
19 nobody wants their bank records of the client trust account or
20 the operating account to be seen by anybody that doesn't
21 absolutely need to see it. And your Honor did a masterful job
22 if I must say of drafting a protective order for the parties
23 with respect to the Torrey Pines Bank records. Before that
24 order had even issued, we had proposed yet another iteration of
25 a proposed protective order to Defendants' counsel which would

1 expressly address their concerns about Snyder, Gruber. Part of
2 the problem is that they have designated Snyder, Gruber --
3 Snyder and Gruber as witnesses in their Rule 26 disclosures and
4 we've asked them, are you really going to call these people?
5 Because if you are, they would have to have access to some
6 documents since they would need to be prepared, and these are
7 their clients as well. And it was reaffirmed by Mr. O'Callahan
8 just a couple of weeks ago, absolutely, we consider them
9 witnesses. And they've actually sought the testimony of their
10 paralegal. I think it was Gruber And Gruber's paralegal. So
11 the problem is that they want them as witnesses, and we
12 understand, that's their prerogative. And they don't want them
13 to see any records. So what we proposed was -- and I think
14 it's entirely consistent with your Honor's protective order --
15 is to expressly put any Girardi Keese banking records or
16 internal accounting records that may be produced off limits to
17 Snyder, Gruber. So under no circumstances because we can't
18 imagine why they would need to be shown or have access to those
19 records. That proposal apparently has been rejected yet again.
20 So we're now on our fourth or fifth iteration of a proposed
21 protective order and we don't have one, we don't have their
22 stipulation to it. And, furthermore, we've every time asked
23 them, okay, so you propose some language, and we just get back
24 some type of objection or complaint or criticism or vitriol
25 about Snyder and Gruber. So I think we understand the issue,

1 we're trying to address it, we really don't think it's relevant
2 or significant, but if it's the impediment, then let's get rid
3 of it. And the best way to do that is through a protective
4 order and we can -- or I think if your Honor sees the
5 correspondence, I think your Honor's protective order in Torrey
6 Pines Bank would address that issue as well. The only problem
7 is they maintain that these two lawyers and their staff may be
8 witnesses so they must have access to some documentation. So
9 that's the Snyder, Gruber -- that's as much as we know about
10 their issue with Snyder, Gruber.

11 And the only thing I'll add is that Defendants have
12 been trying to bring Snyder, Gruber into this case from day
13 one. When they originally -- when we originally filed the
14 complaint, which was after we couldn't get an accounting out of
15 them, they filed a motion to compel arbitration before Justice
16 Panelli; and, as part of that motion, they also asked that the
17 action be dismissed because Snyder and Gruber were necessary
18 parties. So that was fully briefed before Judge Fitzgerald.
19 It was heard by him and that argument was expressly rejected in
20 the same order that denied their motion to compel arbitration
21 and a finding that Snyder, Gruber made no claims here, Snyder,
22 Gruber are no different than any of the other lawyers who were
23 working on the case, and there really was no basis to pull them
24 into the case as required parties or necessary parties. So now
25 they seem to be trying to pull them in as witnesses -- and,

1 again, that's their prerogative -- or as some kind of
2 justification or defense which we really don't understand.

3 But putting that aside, as to these claims that we
4 have everything that we want, we clearly don't. And really, to
5 get to the real problem with these responses to their -- to our
6 request for production, they've effectively said that in those
7 responses we've produced everything except those documents that
8 we haven't produced. And they won't tell us what they haven't
9 produced and they won't tell us why they're not producing it.
10 And then in their joint stipulation, they said we'll be
11 providing a privilege log within ten days of the filing of the
12 joint stipulation. That was three weeks ago. We still have no
13 privilege log, we have no further communications from them, no
14 mention of it in their supplemental memorandum. So we're
15 without that. We don't know exactly what is being withheld,
16 except let me say this. We're dealing with an aggregate
17 settlement here. And I think as your Honor now is beginning to
18 get a sense of, there's special rules that have to do with
19 aggregate settlements in terms of obtaining informed written
20 consent and all the disclosures and all the records that have
21 to be maintained. So we know that we do not have and they
22 should have, because they're required to maintain it by law,
23 any of their banking records relating to the distribution and
24 allocation of these funds or any of their internal accounting
25 records that would let us perform our own accounting, because

1 the ones that counsel referred to are horribly inaccurate,
2 don't even add up, don't match any of the other documentation.
3 We go from 5.65 percent in estimated costs which, of course,
4 none of the Plaintiffs were told were estimated, down to 4.9
5 percent. But the cost report we get after we file the lawsuit
6 is 3.3 percent. And then we start looking through that and
7 there's all these costs that -- with no backup documentation.
8 So we definitely have a need for it. I would say they're not
9 just relevant, I think they're critical to trying to find out
10 what happened to all this money, who got what, and when did
11 they get it. But we also know that we're missing internal
12 communications. They say the 5.65 percent was a good faith
13 estimate. Okay, again, no mention of that at the -- to any of
14 the Plaintiffs or any of the HRT claimants. But there must be
15 some internal documentation by which they went through this
16 process. Haven't seen any of that. They haven't produced any
17 of that.

18 And then with respect to -- and I'm just giving your
19 -- the Court a couple of examples -- we have the -- really a
20 key piece of this is how did they allocate funds, that
21 aggregate settlement, between these 140 or so claimants? And
22 they say, well, that was Justice Panelli. But when we ask for
23 documentation from JAMS, there is nothing and the invoices
24 don't reflect anything more than two or three hearings or
25 meetings that he conducted. So we would expect that there

1 would be something documenting how they actually went about
2 allocating, what formula they used, what factors they used, how
3 -- correspondence from Justice Panelli saying here's who gets
4 what and the like. Nothing. Then we asked for documentation
5 about the directive, the order from Justice Panelli to withhold
6 six percent. Nothing. We've produced everything except for
7 what we haven't produced, again. And we -- well, we haven't
8 produced and we haven't produced it because it's privileged or
9 we haven't -- we've made an objection to it. But all those
10 objections that your Honor observed at the outset have been
11 addressed by your Honor in the Torrey Pines Bank order.
12 Attorney-client privilege doesn't apply here, work product
13 doesn't apply, privacy rights which we in no way mean to
14 belittle are either the privacy rights of our clients or
15 privacy rights that could be addressed by a protective order.
16 So there's just really no basis for them to continue to refuse
17 to not just provide us with the documents that are responsive,
18 but what we're missing here is in their responses, telling us,
19 okay, if you don't have something, we need to know that, so
20 let's stop fighting about it. And if you look at the
21 responses, like I say, they're beyond evasive. They're just
22 meaningless. And clearly Rule 34 contemplates that if you're
23 going to raise an objection to certain documents, you raise
24 that objection and then you provide a privilege log as to those
25 documents. As to anything else, we should be told, yes, there

1 are documents or, no, there are no documents. And if there are
2 documents, they should be produced.

3 **THE COURT:** So how soon do you need the documents?

4 **MR. ISAACS:** This has been dragging on. And I know
5 from our last -- our telephonic hearing before Judge Fitzgerald
6 that he's growing a little impatient so -- on the other hand, I
7 understand that it's -- takes some time. We would like them as
8 soon as possible. I think a reasonable amount of time would be
9 two weeks. And, again, we have met and conferred and we are
10 always available to meet and confer about specific issues and
11 work through specific issues. But we have an ethics expert and
12 we have a forensic accountant ready, standing by, waiting,
13 anxious to actually have something to look at so they can get
14 to work on this case. We have motions that we would like to
15 bring. They may have motions they may want to bring. So we
16 would like to try to advance the case. As your Honor knows,
17 we're not going to be deposing Justice Panelli until late
18 August, and the date we got for the JAMS PMK (phonetic) just
19 yesterday was going to be early September. So that part of the
20 case is kind of on hold until we're able to conduct those
21 depositions. So we'd like to get the documents and move on.

22 One last thing. I just mentioned just to let your
23 Honor know, one bit of good news is that pursuant to your
24 Honor's directive, the parties have agreed on a third party
25 neutral to review the Torrey Pines Bank records, and that's

1 going to be retired Superior Court Judge Michael Solner. And
2 Judge Solner is now beginning his conflicts review and so
3 hopefully he'll be able to start the process with the Torrey
4 Pines Bank records within the next few days.

5 **THE COURT:** All right.

6 **MR. ISAACS:** Thank you, your Honor.

7 **THE COURT:** Anything further you'd like to --

8 **MR. FINNERTY:** Thanks, your Honor.

9 **THE COURT:** -- bring to my attention?

10 **MR. FINNERTY:** Yes, if I could. Your Honor, if we
11 take a look at the introduction to this motion, it says the
12 basis for the claims. Defendants paid themselves a 40 percent
13 contingent fee. We've produced documents to Ms. Allen and all
14 of the Plaintiffs in this case indicating that we charged them
15 a 40 percent fee. They signed those in order to receive their
16 allocations in the case.

17 The next theory of recovery is that we paid ourselves
18 substantially more than 40 percent of the fee. Well, if we
19 take a look at Tab 5 -- I'm sorry, Tab 7 of the moving papers,
20 Exhibit 6, we have presented the defendant -- or the
21 Plaintiffs, I'm sorry, with a breakdown of all of the
22 allocations to the individual Plaintiffs, all the fees charged
23 to those individual Plaintiffs, all the costs charged to those
24 individual Plaintiffs with net recoveries then for each
25 Plaintiff in the case, as well as --

1 **THE COURT:** All right, so which document are you
2 referring to here?

3 **MR. FINNERTY:** Tab 7, Exhibit 6, to Jim O'Callahan's
4 declaration.

5 **THE COURT:** Okay, and you've also provided all of the
6 backup for all of these figures?

7 **MR. FINNERTY:** We have also provided the cost
8 breakdown --

9 **THE COURT:** Well, but do you have all the backup to
10 these figures here on this Exhibit 6?

11 **MR. FINNERTY:** All of the backup being the consents
12 for each one of these?

13 **THE COURT:** No, whatever --

14 **MR. FINNERTY:** Each one --

15 **THE COURT:** -- evidence you have that would support
16 this figure. For instance, if we look at the top person,
17 Judith Allen, there are certain figures there. You must have
18 some documentation that supports those figures. Has that been
19 produced?

20 **MR. FINNERTY:** If you take a look at --

21 **THE COURT:** Just answer my question.

22 **MR. FINNERTY:** Yes.

23 **THE COURT:** Has it been produced?

24 **MR. FINNERTY:** Yes, your Honor.

25 **THE COURT:** All right.

1 **MR. FINNERTY:** And if you take a look at Tab 5, so
2 this is exhibit to John Sheehan's (phonetic) declaration, which
3 is Tab 5 --

4 **(Mr. Finnerty/co-counsel confer)**

5 **MR. FINNERTY:** I'm getting a correction here. It's
6 Exhibit 5 to Mr. O'Callahan's declaration. It's Exhibit N.
7 Let's try that one more time. It's Exhibit N to Mr. Sheehan's
8 declaration.

9 **THE COURT:** All right.

10 **MR. FINNERTY:** And it has the July 25th, 2014,
11 Girardi Keese letter to Judith Allen with a copy of her consent
12 attached to it, which is the next page. It's page 60 in this
13 exhibit, and it spells out that Girardi Keese took 40 percent,
14 it spells out the total cost -- it gives the total amount of
15 attorneys' fees Girardi Keese paid to itself, as well as the
16 total cost that Girardi Keese paid to itself. Exhibit O has --
17 I'm sorry, Exhibit P has the Girardi Keese cost breakdown for
18 the entire HRT case. So then the only claim left for the basis
19 of recovery or theory of recovery in this case is that we
20 enjoyed free use of the settlement funds. That issue is going
21 to be shown to not be accurate with respect to the banking
22 records, your Honor. So, I mean, there's no basis for any of
23 the theories of recovery that for which we have not already
24 provided all of the evidence they need. The Court asked
25 Plaintiffs' counsel if they had all of the evidence they need.

1 Counsel's response was we don't have all the evidence we want.
2 He didn't address the Court's question about need. So I think
3 that if we are truly looking at an efficient way of handling
4 litigation, they have everything they need. There hasn't been
5 a request for further information with respect to these claims
6 that they claim are the basis for their theories of recovery.

7 **THE COURT:** All right.

8 **MR. ISAACS:** Your Honor, may I be heard?

9 **THE COURT:** Yes, please.

10 **MR. ISAACS:** So if I use the word "want" instead of
11 "need" or "essential," let me please correct the record. We
12 need these records. They are -- and documents -- and they
13 actually are essential.

14 **THE COURT:** Well, and you might keep in mind that the
15 standard isn't need or want, it's whether it's relevant to a
16 claim or defense.

17 **MR. ISAACS:** Of course, your Honor. But just so the
18 record is clear, as to this July 25th letter, this of course is
19 a letter that was sent after this litigation began, after
20 Girardi Keese previously sent a letter, Mr. O'Callahan, who's a
21 signatory on the July 25th, 2014, letter, saying, here's your
22 final payment. Nothing about estimates of cost, which were
23 5.65 percent, nothing about withholding of six percent. This
24 letter comes only after we filed our lawsuit, only after Judge
25 Fitzgerald denied their motion to compel arbitration before

1 Justice Panelli. But more importantly, when it comes to what's
2 our claim, this information is largely false. Forty percent?
3 They're not entitled to 40 percent. They had no retainer
4 agreement. Judge Fitzgerald has already found that. The
5 retainer agreement was between Ms. Allen and the other HRT
6 claimants and the Snyder and Gruber firms. Now they're down to
7 4.9 percent of costs which are about 850,000. Previously they
8 were at I think it was about 980,000 in costs. But then, if
9 you look at the costs report that counsel referenced, that only
10 adds up to about 540,000, I think. So we have this huge gap.
11 And most of those entries turn out to be unsubstantiated, or
12 certainly raise issues of grossly excessive payments, or
13 payments that just don't seem to even have been made. And
14 that's exactly why we need the banking records and the
15 accounting records.

16 And lastly, we're not dealing with a commercial case
17 here with parties who are at arm's length. Girardi Keese were
18 the counsel. They had an attorney-client relationship with all
19 these HRT claimants. They owed them ethical duties, they owed
20 them fiduciary duties of full disclosure, not to mislead, to
21 maintain certain records, to make full -- to make certain
22 disclosures, and that clearly didn't happen. So I think we
23 have a very strong basis for our claims already. And what
24 we're trying to do is just get the evidence that will allow us
25 to determine how serious it is, the extent of the

1 misappropriations, the extent of the non-payments, and the
2 extent of the misstatements, misrepresentations, and non-
3 disclosures. And, as your Honor has observed, that's all
4 relevant and that's the way litigation works. So we're
5 certainly not here trying to waste anybody's time, impose undue
6 burdens on Defendants. We have a need for these documents,
7 they're clearly relevant. And we're happy to further engage in
8 any discussions about the underlying merits of the case. I
9 think as your Honor observed at the outset, they may disagree,
10 but I think we've made our case and we were very careful in our
11 papers, in the joint stipulation, for each category to document
12 why the request was relevant. And they've never come back to
13 us and said, oh, it's way too broad or it's -- we don't
14 understand it or vague or anything. As I said, all they said
15 was we produced everything except that what we're not going to
16 produce because we think it's privileged or we have another
17 objection. And your Honor has already addressed that, and I
18 think our papers do.

19 **THE COURT:** Let me ask you this. Is there -- are
20 there any other motions on the horizon here? How is discovery
21 going in general?

22 **MR. ISAACS:** Discovery is not going well. There are
23 a number of other motions on the horizon. To be honest with
24 you, Girardi Keese seems to have just sort of decided not to
25 participate in the discovery process. The last two sets of

1 interrogatories and our -- and a follow-up set of request for
2 production were never responded to. Time has gone, we are now
3 in the process of writing meet and confer letters on those.
4 And then I think we will be filing a motion to compel responses
5 -- further responses on our first set of interrogatories
6 limiting it just to those where we -- where documents may not
7 be enough. So I think it's fair to say everybody abhors these
8 types of discovery motions. We're doing everything we can to
9 avoid it. We've engaged in extensive meet and confers,
10 multiple in person, exchange of correspondence and the like,
11 and we can't even -- we don't even have a stipulation to a
12 protective order which I've never had a problem with that in a
13 case. And frankly, if we're not able to resolve it or if
14 they're not willing to accept our latest proposal or some
15 modification of your Honor's Torrey Pines Bank protective
16 order, then we're -- and we've actually been working on an ex
17 parte application to bring that issue before your Honor so we
18 can get a protective order in place and at least beyond that.

19 **THE COURT:** All right. Well, let me do a couple of
20 things here. First, I'm going to grant the motion in full, all
21 the objections are overruled. The Defendants are ordered to
22 produce supplemental responses without objections to all the
23 document requests and to produce all the documents within two
24 weeks. Secondly, I want the Plaintiffs to submit to the Court
25 a proposed protective order; and then within five days

1 thereafter, Defendants may file objections that specifically
2 address the language they object to and propose alternate
3 language. And then I will enter a protective order. And then
4 thirdly, I think that we've had enough (indiscernible) matters
5 on discovery here, so I'm going to try to do something to see
6 if I can't perhaps encourage the parties to cooperate a little
7 more. And the first step is going to be that I would ask the
8 Plaintiffs to provide a declaration of all the fees you've
9 incurred in connection with this motion. The Defendants can,
10 within five days thereafter, object to any particular fees and
11 make statements as to why they don't think I should order fees
12 because I think you're entitled to notice before I would award
13 fees. And once I then issue an award regarding the fees, if we
14 get another motion, I will look at it but I must admit that it
15 seems to me almost every single issue involved in this motion I
16 previously ruled upon on other motions. I don't want to rule
17 upon the same issue again. And if I do, then what I'll do is I
18 will ask for declarations regarding attorneys' fees incurred in
19 the prior motions, and so we can add those up. We can get to a
20 point perhaps where it will be considered, I don't know, should
21 we say appropriate for counsel to deal with each other and work
22 with discovery and get the information to the Plaintiffs that
23 they want or that they need. But certainly whether they want
24 it or need it, if it's relevant to a claim or defense, they're
25 entitled to it and they're going to have it. And this case has

1 been dragging on and the discovery shouldn't be dragging on.
2 So that's going to be my ruling. So how soon can you get me
3 that protective order?

4 **MR. ISAACS:** Probably by tomorrow.

5 **THE COURT:** All right, that'll be fine.

6 **MR. ISAACS:** Is that soon enough?

7 **THE COURT:** Then you'll have five days to file
8 objections to the protective order. And you can also, you
9 know, provide alternate language if you have some other
10 proposal. Is there anything further?

11 **MR. ISAACS:** I believe that's it, your Honor, thank
12 you very much.

13 **THE COURT:** All right.

14 **MR. FINNERTY:** Thank you, your Honor.

15 **THE COURT:** Thank you.

16 **THE CLERK:** All rise. This Court is now adjourned.

17 **(This proceeding was adjourned at 11:02 a.m.)**

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CERTIFICATION

I certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.

A handwritten signature in cursive script, appearing to read "Toni Hudson", is positioned above a horizontal line.

July 27, 2015

TONI HUDSON, TRANSCRIBER